

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **BV3003**Due Date: **09/03/02 at 2:00 P.M.**

Date Sent: August 15, 2002

Goods and services to be **FLYING CROSS SHIRT AND PANT****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: **BV3003**

Due Date: **09/03/02**

Vendor Name:

PLEASE READ ATTACHED SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING THIS AGENCY CONTRACT.

ITEM #	QTY	UNIT	DESCRIPTION	UNIT PRICE TO INCLUDE DELIVERY, ANY SEWN PATCHES, UHP BADGE EMBROIDERY, FIRST INITIAL LAST NAME EMBROIDERY AND ANY NECESSARY ALTERATIONS
001	1	EA	FLYING CROSS BY FECHHEIMER SHIRT 35R5884 SIZES XSMALL, SMALL, MEDIUM, LARGE, XLARGE, 2XLARGE	\$
002	1	EA	FLYING CROSS BY FECHHEIMER SHIRT 35R5884 SIZE: 3XLARGE	\$
003	1	EA	FLYING CROSS BY FECHHEIMER SHIRT 35R5884 SIZE: 4XLARGE	\$
004	1	EA	FLYING CROSS BY FECHHEIMER PANTS 49309 SIZES 28 - 44 (REGULAR AND SHORT RISE)	\$
005	1	EA	FLYING CROSS BY FECHHEIMER PANTS 49309 SIZES 26 - 56 (REGULAR)	\$

QUESTIONS ON SPECIFICATIONS CALL
SGT. BRUCE POLLEI AT (801) 957-8596 OR (801) 232-6491
LT. RON OSTLER AT (801) 957-8596

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142.

Ship To: **SALT LAKE CITY UT 84119**

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class# _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the

provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of

disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

**STATE OF UTAH
AGENCY REQUIREMENTS CONTRACT
FOR UNIFORM SHIRT AND PANTS FOR
UTAH HIGHWAY PATROL/COMMERCIAL VEHICLE DIVISION
SEPTEMBER 2002 - BV3003**

1. PURPOSE:

The purpose of this Invitation to Bid is to establish an agency, multi year requirements contract for the purchase of Flying Cross shirt 35R5884 and Flying Cross Pants 49309 for the Department of Public Safety Utah Highway Patrol/Commercial Vehicle Division. All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A) attached.

2. BASIS OF AWARD:

The Division of Purchasing shall award this contract to the lowest responsible and responsive bidder who meets the terms and conditions of the bid. Due to the necessity of agency involvement and local warehousing requirements, only vendors with a store front in Salt Lake County will be considered.

The State of Utah reserves the right to award this contract as a single award, a primary and secondary award or as a multi award. The State reserves the right to reject any or all bids in whole or part offered in response to this contract.

3. CHANGES OR MODIFICATION OF PROCUREMENT:

Any changes or modifications to this ITB will only be accomplished in a written addendum. Any other form is not binding. Bidders submitting a bid based on any information other than that which is contained in this ITB, or any addendum thereto, do so at their own risk.

4. PRICING:

Prices quoted shall be net including transportation and delivery charges fully prepaid by the seller, F.O.B. destination. No additional charges will be allowed for packing or partial delivery costs.

Prices quoted shall also include any necessary alterations, any necessary patches and chevrons sewn to the uniform item. (Patches and chevrons will be supplied to the contractor by DPS/UHP.) Also prices need to include the UHP badge embroidery and first initial last name embroidery on the shirts.

5. ACCEPTABLE BRAND:

Flying Cross by Fechheimer
Shirt 35R5884
Pant 49309

The brand listed above is the approved uniform item of the DPS/UHP Commercial Vehicle Division. Equivalent product will not be considered. Contact SGT. BRUCE POLLEI AT (801) 957-8596 OR (801) 232-6491 or LT. RON OSTLER AT (801) 957-8596 if you have any questions regarding the specifications.

6. EMBROIDERY REQUIREMENTS:

All shirts need the UHP badge embroidery and first initial last name embroidery. Contact SGT. BRUCE POLLEI AT (801) 957-8596 OR (801) 232-6491 or LT. RON OSTLER AT (801) 957-8596 if you have any questions regarding the embroidery specifications.

7. LOCAL STORE FRONT AND WAREHOUSING:

The contractor is required to have a store front in Salt Lake County. The contractor will maintain a reasonable amount of stock of all bid items to adequately provide common sizes. This stock will be warehoused at their store front to satisfactorily service UHP. The contractor is required to coordinate with Sargent Bruce Pollei with the UHP in determining ordering pattern and stock requirements.

8. START UP:

Not more than 60 days following the award of contract the successful bidder(s) must have and maintain sufficient stock to service UHP.

9. PRODUCT DELIVERY:

No minimum order shall be imposed. Contractor agrees to ship uniform items via UPS, at no additional charge to UHP employees living outside of Salt Lake County. UHP employees may also take delivery at the store front location.

10. BACK ORDERED ITEMS:

The contractor will make every effort to provide back ordered items to employees within a reasonable time period. UHP employees living outside Salt Lake County will receive their back ordered items via UPS. UHP employees living in Salt Lake County will be notified by the contractor when the back ordered item is ready for pick-up.

11. INVOICING:

All invoices from the contractor(s) must identify the name(s) of the DPS/UHP employee(s) who made the purchase. The contractor is required to promptly submit these invoices to:

Sargent Bruce Pollei
Utah Highway Patrol/Commercial Vehicle Division
4501 South 2700 West
SLC UT 84119

12. ESTIMATED USAGE FIGURES:

DPS/UHP estimates that 75 shirts and 75 pairs of pants may be purchased the first contract year. These usage figures are for bidding purposes only and should not be construed as a guarantee to purchase any amount from the contract that may result from this ITB.

13. CONTRACT TERM:

Contract shall be valid for a one (1) year period. The contract may be renewed for four (4) additional years in one (1) year increments. Either party shall have the right to cancel the contract at anytime for any reason following a 60 day written notice of cancellation. Cancellation of the contract due to contractor default may be immediate.

14. PRICE GUARANTEE PERIOD:

The state contract administrator may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. The state contract

administrator will determine whether the requested price increase or an alternate option is in the best interest of the State. The requested increase will be based upon a cost increase to the contractor and is directly correlated to the price of the product concerned.

The contractor shall request a price increase in writing with a thirty (30) day advance notice and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been increased.
2. Documentation from the manufacturer showing to the satisfaction of the State, the actual cost increase.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

15. PRICE REDUCTIONS:

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Utah will be given the full benefit of such decline in price immediately upon effective date of reduction.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

(Revision date: Nov 14, 2000)